

OGC Has Reviewed

25X1A9a

1. Upon return from his TDY, [REDACTED] advised that headquarters correspondence to the field had not clarified certain problems. One related to the eligibility of personnel for transportation at Agency expense for annual leave in the United States. The other related to eligibility of personnel for transportation to the United States at Agency expense upon completion of the minimum term of two years from the date of arrival at the overseas post as provided under the letter agreement executed by employees prior to departure for their overseas posts.

2. Our statute authorizes the Agency to pay the travel expenses of an employee who is assigned to a permanent duty station outside the United States, and members of his family for leave in the United States, provided the employee has completed two years' continuous service abroad and has accrued annual leave sufficient to carry him in a pay status while in the United States for at least a thirty-day period. These legal requirements are set forth in [REDACTED] 25X1A of [REDACTED]. Employees entitled to this benefit include those who will return to their overseas station upon completion of leave and also those who are available for future overseas assignment although transferred to headquarters for duty upon completion of leave. Timing of the leave is of course subject to Agency determination in view of the necessity for continuity of Agency operations. This may result in certain cases in some delay before an employee can be released for leave.

3. Legal opinions interpreted the statutory language "continuous service abroad" to the effect that employees may legally be granted annual leave and LWOP in the United States for the personal convenience of the employee without such leave constituting a break in the concept of continuous service abroad. Based on that interpretation [REDACTED] is currently being amended to provide for such leave without causing 25X1A a break in service. Pending issuance of this new [REDACTED] requests for annual leave or LWOP to be taken in the United States for personal convenience should be referred to headquarters for approval in advance to assure the individual that the continuity of his overseas service will not be broken.

4. The letter agreement executed by employees prior to departure is a personal memorandum of understanding between the employee and the Agency. This agreement may vary in individual cases, but the form which is presently in use is based on a minimum term of two years from the date of arrival of the employee at his overseas post of duty, unless terminated by the Government for its convenience. No provision is made for additional periods of service to be added to this basic term by reason of periods of leave taken by the employee during his period of service overseas. The result is that an employee, in theory, may commence his return to the United States on the day following the two year anniversary date of arrival at his overseas post of duty and likewise in theory KUBARK would be required to pay the transportation cost

of the return of the employee and members of his family to his place of residence in the United States. This does not mean, however, that the Agency must transfer an employee to headquarters immediately upon the two-year anniversary date of his arrival at his overseas post. Continuity of Agency operations may in some cases require that the Agency retain an employee at his overseas post for a temporary period beyond the time when he might otherwise expect to be transferred.